

ORDERED.



TIFFANY & BOSCO
P.A.

Dated: October 26, 2009

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

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A handwritten signature in black ink, appearing to read "Eileen W. Hollowell", is written over a horizontal line.

EILEEN W. HOLLOWELL
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-23736/0631020583

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

Laura Ann Moorhead
Debtor.

Wells Fargo Bank, N.A.
Movant,
vs.

Laura Ann Moorhead, Debtor, Dianne C. Kerns,
Trustee.

Respondents.

No. 4:09-bk-22321-EWH

Chapter 13

ORDER

(Related to Docket #12)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real property which is the subject of a Deed of Trust dated October 14, 2003 and recorded in the office of the Pima County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Laura Ann Moorhead has an interest in, further described as:

Condominium Unit No. 32, as described and established in that certain Restated Declaration of Horizontal Property Regime, together with Covenants, Conditions and Restrictions for SPANISH TRAIL CONDOMINIUMS, in Docket 6456 at Page 318 and as amended in Docket 7067 at Page 650 and Pima County, Arizona, according to the Plat of Record in the office of the County Recorder, Pima County, Arizona in Book 31 of Maps and Plats at Page 88.

Together with an undivided .74 interest in the Common elements of SPANISH TRAIL CONDOMINIUMS, which said Common Elements are defined and described in the above referenced Declaration and Plat.

IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged in this bankruptcy case.

IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter to which the Debtor may convert.

DATED this ____ day of _____, 2009.

JUDGE OF THE U.S. BANKRUPTCY COURT